
AMENDMENT
TO
VEHICLE SUPPLY AGREEMENT

by and among

NEW UNITED MOTOR MANUFACTURING, INC.,

GENERAL MOTORS CORPORATION

and

TOYOTA MOTOR CORPORATION

AMENDMENT
TO
VEHICLE SUPPLY AGREEMENT

This Amendment is entered into this 31st day of March, 1986 among New United Motor Manufacturing, Inc. ("JV Company"), General Motors Corporation ("GM") and Toyota Motor Corporation ("Toyota").

WHEREAS, the parties executed the Vehicle Supply Agreement on February 21, 1984; and

WHEREAS, the parties now wish to make the appropriate amendments to the Vehicle Supply Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1, Addition in Section 4.1: The following sub-section shall be and is hereby added in Section 4.1 of the Vehicle Supply Agreement:

"(d) The provisions of this Section 4.1 and any individual sales contract made under Section 4.2 hereof shall be subject to and within the limitation of the relevant provisions of the Agreement on Manufacture of Toyota-Specific Vehicles, dated March 31, 1986, among the parties hereto."

2. Amendment to Section 4.4: Section 4.4 of the Vehicle Supply Agreement shall be and is hereby amended to read in its entirety as follows:

"4.4. Delivery of Products: The Products shall be delivered to GM by the physical delivery of the same outside the Foreign Trade Subzone of the JV Company."

3. Amendment to Section 4.5: Section 4.5 of the Vehicle Supply Agreement shall be and is hereby amended to read in its entirety as follows:

"4.5. Acceptance of Products: (a) GM shall, immediately after tendering of the Products by the JV Company, conduct visual and operational inspections in the Foreign Trade Subzone of the JV Company to determine whether the Products conform to the applicable specifications and inspection standards as separately agreed upon by the parties pursuant to Section 3.4 hereof.

(b) GM shall accept all the Products which shall have passed said inspections. GM shall provide a written notice in a form designated by the JV Company for those Products which shall have failed said inspection. This written notice shall specify the reason for such failure in reasonable detail. These Products shall be repaired by the JV Company at no charge to GM.

(c) The Products which have passed said inspections and have been moved to a point outside the Foreign Trade Subzone through the gate of the shipping canopy located just west of the Marshalling Area identified in Section 5.1 of the Shareholders' Agreement shall be deemed to have been accepted by GM.

(d) The JV Company shall at its cost repair or correct any discrepancies in the Products attributable to the JV Company if (i) they are discovered while the Products are within the confines of the Marshalling Area, and (ii) they are notified to the JV Company within a three business day period after acceptance of the Products."

4. Amendment to Section 4.7: Sub-sections 4.7(a) and 4.7(b) of the Vehicle Supply Agreement shall be and are hereby deleted and the following sub-section shall be and is hereby substituted for said two sub-sections:

"(a) The payment for the Products by GM to the JV Company shall be made as follows: Payment for the Products delivered prior to the commencement of second shift on day one shall be made on business day three, and payment for the Products delivered after the commencement of second shift on such day one and prior to the commencement of second shift on day two shall be made on business day four."

5. Addition to New Section 6.4: The following section shall be and is hereby added after Section 6.3 of the Vehicle Supply Agreement:


"6.4. Nondisclosure of Information: The JV Company and GM agree that any confidential information related to product planning, prices of the Products, systems and planning for vehicle ordering, distribution and option selections, and quality related information furnished by GM to the JV Company shall not be disclosed by the JV Company to Toyota or any third party, except that the JV Company may disclose such information to Toyota only when necessary for the management and operation of the JV Company, and in accordance with the Order issued by the Federal Trade Commission, In the Matter of General Motors Corporation, et.al., Docket No. C-3132."

6. Other Terms: It is understood that, except as expressly amended hereby, the Vehicle Supply Agreement shall remain unchanged.

The parties have executed this Amendment on the date first above written.

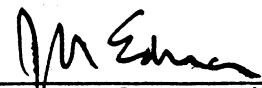
NEW UNITED MOTOR MANUFACTURING, INC.

By


Tatsuro Toyoda, President

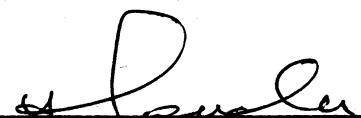
GENERAL MOTORS CORPORATION

By


J. R. Edman, Vice President
and Group Executive,
Finance Group

TOYOTA MOTOR CORPORATION

By


Hiroshi Okuda, Director